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ABSTRACT

This contract and agreement between the Board of Trustees of Seattle Community College, Community College District No. 6 State of Washington and the Seattle Community College Federation of Teachers (SCCFT), Local 1789, covers the academic year 1972-73. Articles of the agreement include the bargaining unit, board-SCCFT relations, union activities and privileges; salary and rates of pay, fringe benefits, personnel policies, operational policies, college governance, professional development, curriculum development, grievance procedure, agreement conditions, and duration. Appendices cover standards for vocational-technical salary placement, standards for nonvocational salary placement, inservice credit computation schedule, fulltime salary schedule 1972-73, parttime salary schedule 1972-73, fringe benefits summary schedule, professional obligations, proposed instructional calendar 1972-73, a statement of academic freedom and faculty rights, and negotiations procedures. (MJM)

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CONTRACT and AGREEMENT

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THE BOARD OF TRUSTEES OF
SEATTLE COMMUNITY COLLEGE
Community College District No. 6
State of Washington
and
THE SEATTLE COMMUNITY
COLLEGE FEDERATION
OF TEACHERS
Local 1789

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This is the fourth agreement between the Seattle Community College Federation of Teachers and Seattle Community College Board of Trustees. As such it represents a compromise arrived at after extended negotiations throughout the spring and summer of 1972. And, as such, it represents the policies and procedures, of mutual concern to faculty and board, by which the district's three colleges will function during the 1972-73 academic year.

The policies and procedures contained in this booklet, together with many others considered as previous practices and policies and even others yet to be set to writing, provide the educational setting for the more than fifteen thousand students at SCC.

But even more important in establishing a wholesome learning environment is faculty and administration attitudes toward these policies and procedures, toward the process of arriving at policies, and toward the manner of carrying out or enforcing the policies.

It is our firm conviction that at this point in time, and after reflection on past experiences, including an impressively supported one-day strike on February 3, 1972, much has been achieved in the development of cooperative attitudes on the part of the faculty, administration and the Board.

Further it is our conviction that these experiences and attitudes at SCC, as measured by the excellence of its faculty and its students and in the respect the entire college community maintains toward the process of learning, will play a leadership role in the community college system of the state.

The SCCFT is proud of its role in bringing about these mutually agreed-to policies and procedures and in effecting a mature relationship between faculty and administration — an essential step in approaching genuine accountability in the educational institutions of the State of Washington.

JOHN A. BARTON, President
SCCFT

For the first time since 1969, the Seattle Community College District begins an academic year with an approved collective bargaining agreement in effect between the faculty and the Board of Trustees.

This fact is doubly significant: It represents a new awareness and acceptance of the vital relationship between the two parties. It also reflects a common commitment to the development of a sound and healthy educational environment in the district.

The Board believes this is a good agreement. It accepts its full share of responsibility for intelligently and fairly interpreting the document so that the experiences of the coming year will build on the thoughtful efforts of the negotiators.

Inherent in the 1972-73 agreement are several themes which we feel will meet with the approval of the citizens of the State of Washington.

First, the document demonstrates a concern for the welfare of the student and the climate within which learning can occur.

Second, there is a spirit of cooperative venturesomeness which is suggested throughout.

Third, the agreement specifies the accountability of the administration, the faculty and the Board of Trustees in their respective roles of creating a leading institution of higher education.

Finally, our years of experience are beginning to show in the less ambiguous wording of this document. The Board shares the negotiators' feelings that clearer language lessens misunderstandings.

There are hopeful new directions suggested in the 1972-73 agreement. The Board will lend its support to the administration and faculty in their continuing efforts to see that these directions are explored in the year ahead.

MARVIN E. GLASS, Chairman
SCC Board of Trustees

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Contract Between The Board of Trustees Of The Seattle Community College District And The Seattle Community College Federation Of Teachers

The several components in this educational community—the Board of Trustees, the administration, the Seattle Community College Federation of Teachers (SCCFT)—share a profound commitment to equality of opportunity in education. A major factor in pursuit of this goal is a harmonious and mutually supportive relationship among the several groups. Accordingly, the undersigned enter into this contract for the purpose of promoting a sound and stimulating work climate for all employees of the Seattle Community College District.

The Board recognizes the SCCFT as the exclusive bargaining agent for all full-time and part-time faculty members including certificated employees in these categories: instructor, counselor, librarian, cataloger, audiovisual librarian and professional, non-administrative personnel in Instructional Resource Centers.

The Board agrees to make available a check-off of dues procedure for use by all members of the bargaining unit and to deliver the dues so collected to the authorized SCCFT representative.

The Board and the SCCFT agree on desirability of an orderly negotiations process through which policies affecting members of the bargaining unit may be formulated or modified. Accordingly, both parties, through their representative teams, agree to develop and keep continually updated a comprehensive negotiations procedure.

The Board acknowledges the need for a written agreement which defines the operational and personnel policies of the District. This document shall include wages, hours, working conditions, a grievance procedure, tenure and other matters consistent with the professional Negotiations Act of the state of Washington. The Board directs its negotiating team to negotiate such an agreement with the SCCFT for a mutually agree-

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able period of time and to further assure that its provisions are implemented. Such agreement shall be subject to ratification by both the Board and the faculty.

The Board agrees that it or its representatives will meet and negotiate with the SCCFT using the prescribed negotiations procedures prior to the adoption of any new policy or before changing any existing policy.

The Board and the SCCFT agree that both this contract and the agreement defined in paragraph IV above shall be binding on both parties except that if any provision in either is, or shall be, contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. In such cases, all other provisions of the contract or agreement shall continue in effect.

Either party may reopen negotiations on the contract with 60 days notice prior to the expiration date of this agreement.

Executed at Seattle, Washington, (King County) on this date: February 17, 1971

**AN
AGREEMENT**

Between

THE BOARD OF TRUSTEES

of

**SEATTLE COMMUNITY COLLEGE
(State of Washington Community College
District VI)**

and

**THE SEATTLE COMMUNITY COLLEGE
FEDERATION OF TEACHERS
Local 1789**

September 1, 1972 - June 11, 1973

ARTICLE I

BARGAINING UNIT

Section A

For purposes of this Agreement, the following definitions shall apply: the bargaining unit represented by the SCCFT shall consist of all academic employees in these categories:

1. **Instructional**—Those employees whose primary job duties are teaching students. The terms "instructor" or "teacher" are most commonly used to designate the individuals in this category.
2. **Counseling**—Those employees in the Student Personnel Services Department whose primary job duties are interviewing, testing, and counseling students on educational matters. The term "counselor" is most commonly used to designate these employees.
3. **Instructional Resources and Services**—Those employees whose duties are to teach and to provide support services to other teaching faculty by the acquisition, preparation and management of instructional materials. Job titles in this bargaining unit will include, but not be limited to, "librarians," "catalogers," and "media librarians." Included in this unit are all Instructional Resources personnel with professional degrees whose duties are not solely administrative. Personnel in both campus Instructional Resources Centers and District Center for Instructional Resources are included in this bargaining unit.

The above-mentioned employees will hereafter be known as faculty.

SECTION B

Excluded from the bargaining unit and the provisions of this Agreement are employees in these categories:

1. **Administrative**—Those employees whose job duties are administrative in nature and who often exercise supervisory or managerial responsibilities over employees. Typical job titles in this category are:

President or Vice-President	Department Chairman
Dean	Assistant Department Chairman
Associate Dean	Chairman
Assistant Dean	Supervisor
Division Chairman	Director
Assistant Division Chairman	Administrative Assistant Coordinator

and others in professional supporting roles whose job titles are administrative. A complete listing of these job titles is maintained in the District Instructional Personnel Office.

2. **Classified**—(also other employees not included in Section A above)
3. An excluded category or group having common interests may be added to the bargaining unit by majority vote of the members of any category or group, except those excluded by law, provided the SCCFT will accept the category or group.

ARTICLE II BOARD-SCCFT RELATIONS

Section A

The Board will not discriminate against academic employees or applicants for academic positions because of their membership or non-membership in the SCCFT, other employee organizations, or because of their exercise of other rights as covered in Chapter 28B.52 of the Revised Code of Washington. The SCCFT likewise will not discriminate against any academic employee because of nonmembership in the SCCFT or because of membership in other employee organizations. The SCCFT agrees to represent fairly and equitably all academic employees as defined in Article I, Section A of this Agreement.

Section B

Rights and benefits of faculty members set forth in this Agreement shall be assimilated into and made a part of any individual contract of employment with the Board.

Section C

Meetings between Board representatives and SCCFT representatives may be requested by either party to discuss matters relating to this Agreement or to Board policies. Similar meeting between College presidents and SCCFT rep-

resentatives may be requested by either party to discuss matters related to College policies.

Section D

Public information is available to the SCCFT upon request. Such requests will be made sufficiently in advance to allow for data assembly time and will not involve unreasonable costs or staff time.

ARTICLE III UNION ACTIVITIES AND PRIVILEGES

Section A

1. In accordance with the intent of RCW 28B.52, and provided that plans and schedules are developed cooperatively with and meet the approval of the College president, the SCCFT vice-president for each District college may utilize time normally applied to noninstructional obligations to assist in the following.

- a. Improving communications among bargaining unit members, the Board, and the administrators.
- b. Participating with the Board and administrators in executing the provisions of the Agreement.
- c. Working cooperatively with the Board and administrators toward amicable solution of problems which may arise in the administration of Agreement provisions.

Similar arrangements for the SCCFT president may be made in cooperation with the District Executive Committee.

2. The effectiveness of the SCCFT officers in meeting the goals and purposes outlined above will be evaluated for use in subsequent negotiations.

Section B

The SCCFT will be allowed the use of reasonable bulletin board space in each department or division.

Section C

The SCCFT will have the right to use College facilities provided that the use of such facilities does not interfere with the regular instructional activities of the College. Use of facilities shall include rooms for meeting purposes.

Section D

Three SCCFT designees will be furnished copies of the agenda and other public information assembled for Board meetings. These materials will be mailed to the SCCFT at the time of distribution to the Board. Approved minutes of all Board meetings will be distributed similarly.

ARTICLE IV

SALARY AND RATES OF PAY

Section A

Faculty members will be employed and paid on either a full-time or part-time basis as follows:

1. For purposes of the Agreement, a full-time faculty member is defined as one who is assigned more than 2/3 of the normal work load in his or her discipline, department, or division. A faculty member in this category is paid according to the full-time salary schedule (Appendix D) and is eligible for fringe benefits as defined by the fringe benefits section of the Agreement (Article V).
2. For purposes of the Agreement, a part-time faculty member is defined as one who is assigned 2/3 or less of the normal work load in his or her discipline, department, or division. A faculty member in this category is paid according to the part-time hourly salary schedule (Appendix E) and is eligible for fringe benefits on a pro rata basis if assigned one-half or more of the normal work load in his or her discipline, department, or division. A further requirement for part-time fringe benefit eligibility is that a part-time faculty member must be employed under the terms of a written contract covering continuous employment for three academic quarters.
3. The following employment classifications will apply:
 - a. **Tenured**—a faculty appointment for an indefinite period of time which may be revoked only for adequate cause and by due process as further defined by the laws of the State of Washington.
 - b. **Probationary**—a faculty appointment for a designated period of time which may be terminated without cause upon

expiration of the probationer's term of employment, but which may not be terminated without cause prior to the expiration of his term of employment and as further defined by the laws of the State of Washington.

- c. **Temporary**—faculty in one of the following categories who are not subject to the tenure laws of the State of Washington, but whose assignment shall be specified:

- (1) **Hourly**—faculty members who are paid in accordance with hourly pay provisions.
- (2) **Substitute**—faculty who are assigned to duties for less than 30 working days to replace a tenured, probationary, or temporary faculty member and who are paid in accordance with the part-time salary schedule.
- (3) **Replacement**—faculty who are assigned to duties for 30 working days or more to replace a tenured, probationary, or temporary faculty member. A replacement's salary will be based upon appropriate placement on the basic salary schedule in effect at the time the individual is designated as a replacement.
- (4) **Lecturer or Special Instructor**—faculty with outstanding knowledge or skills who may be hired for a limited, specialized purpose on either a full-time or part-time basis. This classification is intended to provide for unusual circumstances and to accommodate unique skills. Normally, the number of lecturer or special instructor appointments in any one year shall not exceed two per cent (2%) of the total full-time faculty.

Section B

As provided by statute and using the foregoing definitions, the Board shall employ instructional personnel using the following principles for their placement on the salary schedule:

1. All instructional personnel budgeted under class 01-01 and whose tasks are planned on an academic year basis shall be offered either a tenured, a probationary, or a temporary faculty appointment.
2. Full-time faculty employment will be increased during the 1972-73 instructional year; accordingly, the daytime part-time faculty headcount will be reduced by 20 per cent by spring quarter, 1973. The percentage of reduction will be based upon the daytime part-time headcount as of fall quarter, 1971, and will be carried out under the following conditions:
 - a. Faculty members in the above category who have taught for three or more consecutive quarters will be given initial consideration for retention.
 - b. Natural attrition will be utilized wherever possible in making reductions.
3. The SCCFT will be furnished with a quarterly roster of the part-time faculty.
4. Faculty members will be given a copy of any employment notice (EN&SRC) affecting their own employment.

Section C

All new instructional personnel will be evaluated for initial placement on the basic salary schedule within 30 days of the beginning of their contractual employment. Permanent placement will be contingent upon the employee's submission of required records and documentary evidence within 90 days. Thereafter, any changes made in salary placement as the result of records or documentation submitted after the permanent evaluation will not be retroactive. Permanent placement on the basic salary schedule will include a statement of credits earned toward the next higher lane. A copy of the salary evaluation form will be furnished the employee. Basic salary schedule placement for eligible faculty will be as follows:

1. Lane Placement

- a. Vocational-technical Programs: Appendix A.
- b. Liberal Studies, Adult High School, College Exploratory, Adult Basic Educa-

tion, English as a Second Language Programs: Appendix B.

- c. Salary increases for lane changes will be made effective beginning with the pay period following that in which the credits are documented. Each employee is responsible for his or her documentation of credits.

2. Step Placement

- a. Related technical, trade and/or other professional employment will be considered in terms of its applicability toward the preparation and development of instructional skills. Each two (2) years of approved related work experience or each two (2) year of approved related supervisory experience will be equal to one step on the salary schedule for original placement on Lane I up to a maximum of five steps. Such placement will be made only on documentary evidence.
- b. Each year of full-time teaching experience or its equivalent part-time teaching experience with Seattle Community College District will be equal to one step on the appropriate salary schedule.
- c. Each year of full-time equivalent teaching at other approved educational institutions will be equal to one step. Such allowances will be made only on documentary evidence.
- d. A faculty member who leaves the employ of the District to enter the military service or to perform service in a federally sponsored program such as VISTA or the Peace Corps will, upon his return to District employment, receive credit for one step per year for such service up to a maximum of three (3) steps.
- e. Any new faculty member who commences his employment during the 1970-71 academic year, or thereafter, will receive credit for one step per year for military or government service to the extent that such service involved full-time teaching or instruction. Such allowance will be made only on documentary evidence.

Section D

1. Vertical movement on both the full-time and part-time salary schedules will be at the rate of one step per year maximum for full-time faculty and one step for the accumulated equivalent of one year's full-time teaching for part-time faculty. A step may be achieved through two years of related full-time employment or applicable trade-professional experience not concurrent with teaching.
2. Horizontal movement on both the full-time and part-time salary schedules will be at the rate of 15 approved credits per lane. Pay increases based upon lane changes will be effective beginning with the pay period following that in which the 15 credits are documented.

Section E

All full-time faculty will be paid in accordance with the full-time salary schedule in Appendix D.

D. All part-time hourly faculty will be paid in accordance with the part-time salary schedule in Appendix E.

Section F

Summer school assignments will be based upon the following conditions:

1. Summer school will not exceed 40 instructional days in length.
2. Summer school appointments will depend upon enrollment and upon the judgment and decision of appropriate College administration. Low enrollments may result in the cancellation of courses or programs and the subsequent termination of faculty appointments.
2. Summer school appointments will be rotated equitably among all regularly contracted full-time faculty who wish summer teaching and who are qualified to teach the courses offered. The method of rotation will be determined cooperatively by division/department chairmen and faculty. Division/department criteria committees will work cooperatively with administrators in developing summer school programs.

ARTICLE V

FRINGE BENEFITS

This article defines the fringe benefits for which bargaining unit members are eligible as part of their employment with Seattle Community College. Appendix F provides a summary of these benefits.

Section A (Leave)

1. Professional Leave

- a. Requests for professional leave will be submitted through regular administrative channels to the instructional dean. Requests will be reviewed by the Fringe Benefits Joint Committee and recommendations made to appropriate College presidents. The final decision on awarding of professional leaves will be made by the District Executive Committee.
- b. Up to three consecutive quarters of professional leave may be granted to eligible faculty members. Professional leaves granted for any academic year may not exceed a maximum of 2.5 per cent of full-time equivalent faculty employed during fall quarter of the year in which leave is requested.
- c. The recipient of professional leave may request additional leave without pay beyond the professional leave period. Approval for additional leave must be obtained from the appropriate division chairman, instructional dean, and College president. The College president will stipulate the terms upon which additional leave may be granted.
- d. Requests for professional leave must be submitted to division chairmen no later than January 1. Notification to those selected will be made by the conclusion of winter quarter.
- e. When professional leave is granted, the following terms will apply:
 - (1) Academic employees will be paid a percentage of salary

based upon length of full-time service at the rate of 4 per cent per quarter of service, up to a maximum of 66⅔ per cent of current salary for the September-June instructional year. Full-time summer school teaching will be counted as a service quarter for professional leave purposes.

- (2) The applicant's plans for professional leave and the demonstrated resources and ability to carry them out will be major factors in determining the granting of professional leave. Faculty members who have three (3) years' continuous full-time employment with the Seattle Community College District as of the date of this Agreement may apply for professional leave during the 1973-74 academic year at 66-2/3 per cent of current salary.
- (3) To be eligible for professional leave, an applicant must:
 - (a) have completed a minimum of three years continuous full-time employment with Seattle Community College District.
 - (b) have at least two full years of service remaining upon returning from leave prior to reaching retirement age.
- (4) Recipients of professional leave must agree to return to District employment immediately upon completion of the leave for a period equal to twice the length of leave granted. If the recipient does not return to District employment from professional leave at the start of the quarter following termination of professional leave, the recipient will refund all pay received during the leave period. If the recipient returns to the District for a period equal only to the length of leave, one-half

the pay received will be refunded to the District. Extension of a return date may be granted only by the appropriate College president as part of a request for additional professional leave without pay beyond the regular professional leave period.

- f. Recipients of professional leave will submit a written report concerning their professional leave activities to the appropriate department/division chairman within one quarter after returning from such leave.
- g. An individual awarded professional leave will not be employed either full- or part-time in the District during the period of leave.

2. Sick, Personal, and Emergency Leave

This type of leave is intended to be used in those instances when a faculty member may find it necessary to be absent from assigned duties because of illness, emergency, or for reasons of a personal nature. Whenever possible a faculty member will furnish advance notice to the appropriate department/division administrator of the necessity to take leave in this category. Leave for personal reasons is not to be construed as extended leave. Sick, emergency, and personal leave are governed generally by the following:

Full-time Faculty

- a. Full-time faculty under contract for at least three quarters will receive 15 days leave commencing the first day upon which work is performed. Such leave entitlement may be accumulated after the first three-quarter period of employment at the rate of five days per quarter up to the statutory maximum of 180 days.
- b. Leave accumulated prior to leaving District employment may be restored upon subsequent return to District employment.
- c. Faculty members employed for a fourth quarter (i.e., summer quarter) in an in-

structional year will receive an additional five days leave for that quarter up to a maximum of 20 days per instructional year.

Part-time Faculty

- a. Those part-time faculty eligible for fringe benefits will receive leave on a pro rata basis, cumulative for the period of continuing employment.
- b. Leave accumulated prior to leaving District employment may be restored upon subsequent return to District employment.

3. Bereavement Leave—(All members of the bargaining unit.)

All members are eligible for up to five (5) days of paid bereavement leave in the case of the death of any of the following members of the employee's family: spouse, children, mother, father, siblings, adopted or dependent children, grandfather, grandmother, or in-laws. This leave is not cumulative but may be used, as the occasion requires, any number of times in the period covered by this Agreement.

In cases where travel to other states is required for the bereaved employees, the College will provide a substitute for the period of leave. The bereaved employees will receive pay for up to a maximum of five working days under the provisions of the policy.

4. Government Service Leave

Leaves of absence will be granted to faculty members for military purposes and for service in such federally sponsored organizations as the Peace Corps and VISTA. Applicable benefits under this Agreement will accrue to leaves granted for such purposes, provided that the person granted such leave will indicate his desire to return to his institution within ninety (90) days of his severance from the above service.

5. Jury Duty Leave

Leave of absence for jury duty, to serve as a witness at trials, or to exercise other civil duties may be granted an employee.

In such cases a salary adjustment shall be made to deduct any amount received for such civil duty, less expenses, from the employee's monthly salary warrant so that there is neither a financial gain nor loss to the employee.

6. Accident Leave

In the case of accidents which occur to employees during the working hours and/or while carrying out professional responsibilities, the Board agrees to maintain maximum allowable coverage under current provisions of workmen's compensation legislation. In addition, the Board agrees to review each such accident case on an individual basis with the possibility of providing an uninterrupted salary for the employee involved. The College shall provide necessary information and forms to the employee who is filing a claim under the Workmen's Compensation Act.

7. Leave of Absence

Leave of absence may be granted for all or part of an instructional year to tenured faculty members. Such leave is without pay, but previously accrued benefits will be retained. Application for leave of absence will be made through the department/division chairman and the instructional dean to the College president.

8. Maternity Leave

a. Definition and Terms

Members of the Bargaining unit will be entitled to take a leave of absence for childbirth for a reasonable length of time and subsequently return to their positions under the same uniform terms and conditions as any other employee, consistent with District policy on leaves of absence. A reasonable period of leave in this context will be interpreted as a maximum of three consecutive academic quarters, excluding summer quarter. A female employee will not be required to leave work at the expiration of any arbitrary time period during pregnancy. To be entitled to maternity leave under this section, employees will inform their immediate supervisors one quarter in advance of the intention to take ma-

ternity leave and the estimated time of return to work.

b. Leave Benefits

Disabilities caused by or corollary to pregnancy, miscarriage, abortion, childbirth, and recovery from the above, are temporary disabilities for work-related purposes and will be treated as such in conjunction with District health, disability insurance, and sick leave policies. Policies and practices involving matters such as extension of leave time, the accrual of such benefits and privileges as seniority, retirement, pension rights, and payment under District health or sick leave plans, will be applied to disability due to pregnancy or childbirth on the same terms and conditions as applied to other temporary disabilities.

9. Status upon Return from Leave

At the conclusion of an approved leave, the Board agrees to rehire the recipient and to place him in the same or similar position and at a salary no less than the one he received when he departed on leave, provided that the recipient has confirmed his intent to return, at least 60 days prior to the expiration of his leave.

10. Replacements for Personnel on Leave

Depending on the length of the leave for a faculty member, it will be necessary to hire either a substitute (for periods of less than 30 days) or a replacement (for periods of 30 days or more). In either case, the new employee should be informed of the estimated length of his assignment and the temporary employment category, i.e., "substitute" or "replacement" in which he is working. In all cases, it will be understood prior to beginning of employment that a regular full-time employee will be returning to that position. Replacements for personnel on leave will be granted a temporary contract.

Section B

The Board agrees to make available group health, life, and other appropriate insurance programs and will contribute up to the statutory maximum toward these plans. Further, the Board agrees to provide:

1. At least three group health plans from which employees may choose to assure lowest premium rates consistent with the choice of coverage.
2. If coverage can be provided, a group dental care plan.
3. Other competitively priced plans such as salary continuation and disability insurance.

Section C

Employees who meet eligibility requirements at the time when granted an official leave of absence without pay:

1. will retain membership in appropriate retirement programs; however, tax deferred annuities will be suspended during leave.
2. may retain College fringe benefits by paying applicable contributions in full. In such cases, employees must prepare checks payable to the carrier and submit to the Seattle Community College District Payroll Office in accordance with a timetable worked out by the Payroll Office. Contribution will be forwarded with the District group payments. Excluded is salary continuation insurance, which will be suspended until the employee returns to the active payroll.

Section D

The Board shall make available retirement options as provided by statute and will make contributions to the maximum as provided by statute.

ARTICLE VI

PERSONNEL POLICIES

Section A

The Board does not discriminate against any faculty member or applicant for employment on the basis of race, creed, color, national origin, age, sex, or marital status. The SCCFT admits to SCCFT membership any faculty member who applies, regardless of race, creed, color, national origin, age, sex, or marital status. The Board and the SCCFT further agree to equitable treatment of all members of the bargaining unit in all matters covered by this Agreement.

Section B

1. Except for routine administrative documents such as employment notices, no information will be placed in District master personnel folders unless informational copies have been furnished to the individuals con-

cerned. File copies will be initialed by individuals to indicate receipt of information. Where required by College administrative procedures, individual files of routine administrative documents will be maintained in instructional or presidential offices.

2. Any employee may review the contents of his or her own personnel file by appointment with the District personnel officer. Except for routine administrative matters, files will be open to any other individual only with the written permission of the employee.
3. No information shall be used to affect the employment status of a faculty member unless it has been placed in the District master personnel file.

Section C

A faculty member will be notified as soon as possible, should a complaint or written charges from any source be received at any administrative level. At request of the faculty member, the SCCFT college vice-president also will be notified. On request of the faculty member, an SCCFT representative may be present at all hearings, conferences, or proceedings involving charges or complaints.

Section D (Selection of New Faculty Members)

All full-time faculty will have the opportunity to be significantly involved in the selection of new full-time, and, except in cases of emergency, part-time faculty members in their appropriate discipline.

1. Except under unusual circumstances, a new full-time faculty position shall be advertised for at least thirty (30) calendar days prior to the date the position is to be filled. Only the College president, or the District president in consultation with the College presidents, may, after consultation with the SCCFT president, waive this requirement.
2. Departments and divisions may choose to establish a pool of applicants for part-time faculty positions.
3. College administrators, with the assistance of the District Instructional Personnel Office, shall arrange a review of qualifications,

credentials, and other pertinent materials of new applicants by the appropriate faculty. Where practical, personal interviews are encouraged.

4. Based on joint review of qualifications, at least two and preferably three candidates will be recommended by the appropriate faculty via the department/division chairman to the instructional dean and then to the College president.
5. If the College president does not approve recommended candidates, he shall meet with appropriate faculty for discussion of the matter and review of selection criteria, after which the selection process will be repeated.

Section E (Selection of Department/Division Chairmen)

The following guidelines apply to the selection of department/division chairmen:

1. At least thirty (30) calendar days prior to the appointment of a department or division chairman, the administration will announce publicly that the position is open and will publish the criteria to be used in the selection process.
2. Anyone, either within or outside the District, who feels that he meets the requirements will be eligible to apply for the position. Appointments will be made as soon as possible.
3. Depending on the size of the department/division, the instructional dean will convene a committee-of-the-whole or an elected representative faculty group to assist in evaluating applicant credentials and in screening candidates.
4. When an opening occurs, the instructional dean, in cooperation with the District Instructional Personnel Office, will assure that the position is adequately advertised both internally and externally and with reasonable lead time.
5. The faculty members of the department/division, acting as noted in item 3 above, will recommend at least three candidates (who may be ranked) to the instructional dean. The dean will forward the list of candidates, along with his recommendations, to the Col-

lege president. If the College president chooses one of the three candidates, he will inform the department/division faculty of the reasons for his selection.

6. In case the College president does not choose to select any of the recommended candidates, the criteria will be reviewed and the process will be repeated.

Section F (Retirement)

Beginning with the 1973-74 instructional year the normal retirement age will be 65. Retirement age for the 1972-73 instructional year is 66. Faculty members whose birthdays are on or before June 30 of the year in which they retire will retire at the conclusion of spring quarter of that year. Faculty members whose birthdays are on or subsequent to July 1 of the year in which they reach retirement age will retire at the conclusion of spring quarter of the following year. Nothing in this section will preclude a faculty member from petitioning for an extension of his or her retirement age; however, by State statute no faculty member may be employed beyond age 70.

Section G (Tenure)

1. Definitions

- a. **Tenure** describes a faculty appointment for an indefinite period of time which may be revoked only for sufficient cause and by due process.
- b. **Faculty Appointment** describes full-time employment as a teacher, counselor, librarian, or other position for which training, experience, and responsibilities are comparable as determined by the appointing authority, except administrative appointments. Faculty appointment will also mean department heads, division heads, and administrators to the extent that such department heads, division heads, or administrators have had and do have status as a teacher, counselor, or librarian.
- c. **Probationary Faculty Appointment** describes a faculty appointment for a designated period of time which may be terminated without cause upon expiration of the probationer's term of employment. A faculty member will not

be in a probationary status for longer than three years. Tenure may be awarded at any time as determined by the appointing authority after it has given reasonable consideration to the recommendations of a review committee.

- d. **Probationer** describes an individual holding a probationary faculty appointment.
- e. **Full-time** describes a faculty appointment as defined in this Agreement.
- f. **Administrative Appointment** describes employment in a specific administrative position as determined by the appointing authority. Tenured faculty, upon appointment to an administrative position, except that of District chief administrative officer, will be allowed to retain tenure in their faculty status.
- g. **Appointing Authority** is the Board of Trustees of Community College District No. VI.
- h. **Tenure Review Committee** describes a three-member review committee that is composed of two probationers' tenured faculty peers and a member of the administrative staff of the College and which shall have duties including, but not limited to, evaluation of each probationer with regard to granting or withholding tenure.
- i. **Hearing Committee** describes a committee of five individuals designated by position. One individual will hold an administrative appointment and four will be the probationers' or tenured faculty members' peers.
- j. **Unit** describes a division or department consisting of six or more individuals holding a full-time faculty appointment. In the event that such a unit does not exist, it shall mean a combined body of the most closely related trade or discipline until six individuals are in the unit.
- k. **Criteria Committee** describes a committee composed of the entire division or administrative unit, including the ad-

ministrative head thereof, which shall have duties including, but not limited to, establishing and assessing the criteria to be used in the evaluation of probationers.

- I. **Faculty Peer** describes a tenured faculty member within the same trade or discipline or most closely related trade or discipline.

2. Tenure Review Committee Selection and Function

- a. The tenure review committee for each probationer will consist of three individuals, to include two tenured faculty representatives of the administrative unit to which the probationer is assigned. If possible, the faculty representatives will be chosen from the specific discipline or subject area of the probationer. The third member of the committee will be the chairman or head of the administrative unit, who also will be chairman of the tenure review committee. The two tenured representatives and one tenured alternate representative will be selected by vote of the tenured members of the administrative unit.
- b. The tenure review committee will be responsible for monitoring the performance of the probationer until granted tenure or until termination. The tenure review committee will observe the progress of the probationer for the purpose of recommending tenure, extension of probation, or termination. In the performance of this function, the committee may request information from other members of the administrative unit, from the probationer's students, and from supervisors relative to the probationer's performance of assigned duties.
- c. The recommendations of a tenure review committee may be referred for ratification to the tenured members of the administrative unit. This procedure will be used at the discretion of the committee or at the request of the College president.
- d. The tenure review committee for a pro-

bationer will be formed during the first quarter of probationary status.

3. Evaluation of a Probationer

- a. Evaluation of a probationer may include student response, classroom observation, peer evaluation, supervisory evaluation, self-evaluation, and must include performance against criteria established by the criteria committee. If the criteria committee does not establish criteria, the department/division chairman may establish the necessary criteria for evaluation of a probationer.
- b. The tenure review committee will be responsible for furnishing the probationer with appropriate performance criteria and objectives in written form, to include the methods of performance evaluation to be used. The committee will hold a minimum of one quarterly review conference with the probationer. The substance of these conferences will be recorded in written form and will be forwarded through administrative channels to the appropriate dean or College president. Observed deficiencies should be put in writing and discussed in conference as soon as possible. Both the committee and the probationer must be aware that the primary purpose of the committee, in addition to monitoring and evaluation, is to assist the probationer in meeting the requirements of his assigned duties and in fulfilling the objectives set by the committee.
- c. The written records of all conferences, reports, and evaluations will be disclosed to and signed by the probationer as an indication that the probationer has knowledge of all probationary information.
- d. The tenure review committee will arrange at least one classroom visit per quarter with teaching probationers. These visits and the resulting observations will be recorded in written form as part of the probationer's evaluation materials.

4. Tenure Review Committee Reports

- a. During the probationary period of an employee, the responsible tenure review committee will report as follows:
First Probationary Year—The committee for each probationer will forward to the College president a report of its activities, observations, evaluations, and also its recommendation to award tenure or to extend probation for an additional year by the end of spring quarter. Recommendation to terminate must be made by the end of winter quarter.
Second Probationary Year—If probation for a second year is approved by the College president, the committee will follow the same procedures as for the first probationary year.

Third Probationary Year—The tenure review committee's final recommendations must be forwarded to the College president through administrative channels by February 15 of the third year. Final recommendations must be either to award or to deny tenure.

- b. Copies of all tenure review committee reports and recommendations for any probationary year will be furnished to the probationer and also forwarded to the College president through regular administrative channels. In addition, the tenure review committee's recommendations for each probationary year will be discussed in conference with the probationer and the basis for the committee's recommendations explained to the probationer.
- c. If the probationer disagrees with the tenure review committee's recommendation, he shall be given an opportunity to challenge it before the Board of Trustees.

5. Hearing Committee Selection

- a. The five seats on the committee will be designated position 1, position 2, position 3, position 4, and position 5.
- b. Position 5 and an alternate position 5 will be held by administrators appointed by the District president.

- c. The individuals selected to fill the four remaining seats on the hearing committee will be tenured faculty members and will be elected by a majority vote of the tenured teaching faculty and the faculty division heads as follows:

- (1) Two individuals will be nominated for each of positions 1 through 4 by a District-wide random selection process as described in (5) below.
- (2) Two individuals will be nominated to run for each of four alternate positions identified as alternate 1, alternate 2, alternate 3, and alternate 4.
- (3) The nominees receiving a majority of the vote cast will be elected for a one-year term.
- (4) In case of a vacancy in any of positions 1 through 4 occurring any time after the election, the vacancy will be filled by alternates, beginning with alternate 1.
- (5) A District-wide random selection process will be developed by the president of the SCCFT and the District president or chairman of the Executive Committee. This selection process will be designed to remove any element of preselection or predisposition from the hearing committee selection process.

- d. The hearing committee will select one of its members to serve as chairman.
- e. The hearing committee selection process will be completed by October 15 of each instructional year.

6. Dismissal of Tenured Faculty Members

a. Cause for Dismissal

A tenured faculty member shall not be dismissed except for sufficient cause, nor shall a faculty member who holds a probationary faculty appointment be dismissed prior to the written terms of his appointment except for sufficient cause. Sufficient cause for dismissal

shall exist for any of the following: (1) neglect of duty; (2) inefficiency; (3) incompetence; (4) insubordination; (5) conviction of a crime involving moral turpitude; (6) gross misconduct; (7) abandonment of position; (8) physical or mental incapacity; (9) willful violation of published institutional, related board, or State Board for Community Education rules or regulations; (10) program termination; (11) sufficient cause shall also include conviction of any of the following: (a) aiding or abetting or participating in any unlawful act of violence; (b) aiding or abetting or participating in any unlawful act resulting in destruction of community college property or the interference with the orderly conduct of the educational process.

b. The Charges

- (1) **Informal Proceedings**—When reason arises to question the fitness of a College faculty member, the appropriate division chairman and instructional dean should ordinarily discuss the matter with him in personal conference. The matter may be determined by mutual consent at this point, but if an adjustment does not result to the mutual satisfaction of both parties, formal proceedings may be initiated in the following manner:
- (2) **Formal Proceedings**—A written statement, including particulars of the grounds for dismissal shall be formulated by the president. This notice shall be communicated to the faculty member and the chairman of the hearing committee by the president and shall contain: statement of the time and place of the hearings which shall be after not less than twenty days' notice; statement of the legal authority and jurisdiction under which the hearing is to be held; and, reference to the particular statutes or rules involved.

c. Consideration by the Hearing Committee

- (1) The District president or chief executive officer shall select a hearing officer by requesting a panel of proposed hearing officers from the American Arbitration Association. The charged individual shall have the right to delete up to two names from the panel submitted. The District president or chief executive officer shall designate a hearing officer from the remaining names or may request another panel of proposed hearing officers from the American Arbitration Association, in which case the charged individual will have the further opportunity to delete up to two names from the alternate panel. The designated hearing officer shall conduct a formal hearing according to the provisions of RCW 28B.19.120 as now law or hereafter amended. The Tenure Hearing Committee shall attend all hearings and at the discretion of the hearing officer shall examine any witnesses called.
- (2) The hearing officer shall make proposed findings of fact. The hearing officer shall transmit the record, including the proposed findings of fact, to the Board of Trustees.
- (3) The Tenure Hearing Committee, based upon evidence presented at the hearing, shall transmit a recommendation to the Board of Trustees.
- (4) The Board of Trustees shall adopt findings of fact and shall render a decision based upon the record. In rendering such decision, the Board shall give careful consideration to the recommendations of the Tenure Hearing Committee.
- (5) Each side shall have an opportunity to make written or oral argument to the Board prior to the Board's final decision.

- (6) If the findings of fact as adopted by the Board are different from the proposed findings of fact of the hearing officer, the Board shall issue preliminary findings of fact. Each side shall have an opportunity to argue before the Board concerning any proposed changes in the findings of fact to be adopted.
- (7) Unless otherwise requested by the charged individual, all hearings shall be closed; however, interested parties, including students, will be given an opportunity to present evidence.
- (8) Except for such simple announcements as may be required covering the time of the hearing and similar matters, no public statements about the case by either the charged individual, the Tenure Hearing Committee, or administrative officers shall be made until the final decision is announced by the Board of Trustees in open session. The announcement of the final decision shall include the findings of fact of the Board of Trustees, the decision of the Board of Trustees, and the recommendations of the Tenure Hearing Committee.

Section H

Seniority is recognized as a major factor in matters relating to employee relations. Seniority for academic employees will be calculated according to the following principles:

1. Seniority for tenured academic employees will date from the beginning of continuous tenured employment with Seattle Community College, Washington Community College District VI, or any predecessors.
2. Where academic employees have the same beginning date of continuous tenured employment and fall within the provisions of paragraph 1 above, seniority will be calculated in the following order of priority:
 - a. Date of full-time employment
 - b. Date of part-time employment

c. Date of letter of intent to accept employment

d. Date of application for employment

3. When occasion for determination of seniority precedence arises, the personnel records in the custody of the District Personnel Office will be used to make the determination.
4. Whenever other factors are accorded precedence over seniority, the matter may be appealed to the Tenure Hearing Committee or taken through the grievance procedure (Article XI).

ARTICLE VII

OPERATIONAL POLICIES

Section A

1. The faculty contractual year will consist of 175 work days, of which a minimum of 165 days will be instructional days.
2. Of the 10 work days beyond the 165 instructional days, one is to be utilized at the discretion of College presidents. Programs for the remainder of these days are to be developed by the criteria committee of each department/division as coordinated by the unit's administrative officer. Such programs might include, on either a group or individual basis, such activities as course and curriculum development, student advising, laboratory maintenance, routine preventive shop maintenance, review and/or preparation of audiovisual instructional aids, bibliographies, manuals, etc.
3. Individual contracts for counselors may be extended in the interests of the counseling programs by deans of Student Personnel Services. Extended contractual days will be on a pro rata basis. Counselor contractual years will be scheduled between August 23, 1972 and June 16, 1973.
4. An activity accountability checklist will be developed by the department/division criteria committees. Completed checklists subsequently will be reviewed by the SCCFT representative and the department/division chairman. Such checklists will be viewed and employed in a constructive manner.

5. A calendar recommendation for the 1973-74 instructional year will be prepared by the Personnel and Operational Policies Committee and will be circulated to all academic employees at least 30 days prior to submission to the Board of Trustees. The calendar adopted by the Board will not be changed except by Board action or for emergency reasons. Where practicable the SCCFT will be consulted.

6. The 1972-73 instructional calendar is included in Appendix H.

Section B

The Board and the SCCFT intend that each faculty member should fulfill his or her professional obligations in a responsible manner. These obligations are contained in Appendix G.

There shall be an instructional work load span or range in terms of hours for all members of the bargaining unit. Only under unusual circumstances may the schedule or range limits be varied. When this occurs: (1) the range shall not be exceeded without written concurrence from the individual faculty member; (2) the division chairman must confirm this action; (3) the instructional dean must authorize such action; and (4) the SCCFT shall be notified in advance of this action.

Based on, but not limited to individual faculty capabilities, considerations of student needs, facilities, budget, State guidelines, and long-range plans, the department/division faculties and their appropriate chairmen shall, to the extent possible, cooperatively develop schedules of classes, student load, and the number of preparations. Such programs should not be altered without cause; further, the contact hours for any individual faculty member shall not exceed the following limits in any quarter:

Following is the instructional work load schedule:

1. **Span**—There will be a seven (7) hour daily assignment span for faculty members, including mealtimes and travel time, except where program requirements or physical facility limitations dictate a longer period. In such cases, the daily assignment span may be increased where it can be satisfactorily demonstrated to the parties to this Agreement that the extension of the limit is beyond the control of the administration.

Nothing in this section is to be construed that: (a) the teaching span must be seven (7) hours in length; or (b) faculty members are expected to be on campus for this entire span if their professional duties require their presence elsewhere.

2. Work Load

Type of Instruction	Contract Hours
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Lecture—General

15

Except no instructor shall be assigned more than three composition classes within his/her 15-hour work load.

Laboratories

15-18

- a. General Lab (sciences, physical education, art, music)

- b. General Lab (all other)

18-25

Special Programs

(Including Adult Basic Education, English as a Second Language, Orientation)

20

Other Areas

- a. In the case of clinical assignments (e.g., individual student supervision or hospital supervision), weekly assigned duty will be in the 25-35 hour range.
- b. In the case of nonteaching faculty members such as counselors, librarians, and catalogers, work schedules within the limits of this policy shall be developed in cooperation with the cognizant supervisor, but shall not exceed the work week.

Nothing in this article will be construed to increase the instructional work load schedule over that (load) prescribed by past practices.

Section C

The Board and the SCCFT agree to study a work-load unit plan for faculty teaching loads. Beginning fall quarter, 1972, the Personnel and Operational Policies Committee will begin formulation of a recommendation which will include a determination of work load units based on current loads and an analysis of fiscal impact of a work-load unit system. The resulting plan will be

given consideration by faculty and administration prior to submission to the Board.

Section D

Faculty members, who in the course of carrying out their assigned obligations to the District, must travel from their principal location are first urged to make use of any available College-owned vehicles for such travel. If this is neither practical nor possible, faculty members may use their private automobile and will be reimbursed at the rate of 10 cents per mile from the site of primary work assignment. Reimbursement shall include round-trip costs if the employee's assignment requires him to return to his usual work place on the same day, or it may include additional one-way mileage which is required to fulfill duties at a secondary location.

Section E (Budget Development)

1. Budgeting will include the participation of all budgetary units and all appropriate members of the college community. Budgeting process guidelines will be based upon the principles established in **College and University Business Administration** insofar as they are not in conflict with OPPFM and State Board for Community College Education requirements.
2. The District chief administrative officer will meet with members of the college community to review the annual initial budget prior to its submission to the Board of Trustees.
3. The SCCFT will be provided with a copy of the approved initial annual budget.
4. Division/department chairmen will review budget revision requests with members of those units prior to submission of requests exceeding the following sums:
Intra-department or division \$ 800.00
Extra-department or division \$2,500.00
5. The SCCFT College vice-president will be furnished a copy of intra-college and extra-college budget revision requests exceeding \$2,500.

ARTICLE VIII

COLLEGE GOVERNANCE

Section A

A faculty member will serve in a nonvoting ca-

capacity on the Board of Trustees. He will be elected by the faculty and will serve for a minimum of one year, receiving inservice credits at the same rate as for joint standing committees. The faculty representative will be eligible to attend all meetings of the Board except when the Board determines that private discussion on a sensitive matter is desirable.

Section B

1. To assist and advise in formulating District policy, the following joint standing faculty-administration committees will be organized:
 - a. Personnel and Operational Policies Committee
 - b. Fringe Benefits Committee
 - c. Instructional Resources Committee
 - d. Curriculum Development Committee
 - e. Long-Range Development Committee
2. The joint committees will consist of four faculty members selected by the SCCFT and four administrators, to include one faculty member and one administrator from each college. The responsibility for assignment or election of committee members will be that of the represented groups. Organization and procedures of joint committees will be determined by committee members.
3. Committee assignments will be effective on an annual basis, September through August. A record of committee membership will be maintained at the District Personnel Office.
4. Joint committee minutes, recommendations, and reports will be sent to the district Executive Committee and to the SCCFT. Acknowledgements and replies to committee recommendations will be sent to the SCCFT, and copies of any recommendations made by the Executive Committee to the Board of Trustees will be furnished to joint committee chairman and the SCCFT.
5. Joint committees will have access to all public information and will be provided with reasonable support services (e.g., secretarial services) as mutually agreed upon.
6. The SCCFT president or his designee and the

District president or his designee may attend any of the joint committee meetings in an ex-officio capacity.

7. Within a reasonable period of time, the Executive Committee or the Board will respond in writing to joint committees concerning each of their recommendations. Copies of the response will be provided to all committee members and the SCCFT president.
8. Faculty members will receive inservice credits for service on joint committees as prescribed in Appendix C.

ARTICLE IX

PROFESSIONAL DEVELOPMENT

Section A

In order to provide an improved educational environment at SCC, faculty members, both individually and collectively, are encouraged to participate in educational programs. This encouragement may be in terms of advancement on the salary schedule. The following types of educational activities may be applicable toward credits for salary schedule lane progression:

1. Courses related to an employee's discipline or teaching area.
2. Courses necessary to undergraduate or graduate degree programs.
3. Regular and special courses offered by SCC.
4. Seminars, colloquia, workshops, etc., approved by the Joint Curriculum Development Committee.
5. Seminars, workshops, institutes, etc., sponsored by industrial and professional organizations.

Written approval must be obtained in advance from the appropriate department/division chairman or instructional unit head for credits in the categories listed above. The requesting employee must then file copies of this written approval with the Instructional Office and the District Personnel Office prior to the completion of the approved courses or activities. Failure to obtain prior written approval or to file this approval with Instructional and Personnel Offices will invalidate any credit request.

Appeal of the decision of the department/divi-

sion chairman may be made to the criteria committee. The final decision will be made by the instructional dean. Credits for educational activities will be in accordance with Appendix C.

Section B

The individual employee is responsible for submitting proof of completion of previously approved credits. Proof of completion must be attached to required credit transmittal forms and approved by the appropriate department/division chairman and the Instructional Office before being forwarded for recording to the District Personnel Office.

Section C (Evaluation)

The Board and the SCCFT are dedicated to the maintenance and improvement of a comprehensive community college as defined by the State of Washington's Community College Act of 1967. Essential to this end is the development of a competent, student-oriented, secure and dedicated faculty which is uniquely qualified to meet the challenge of the Seattle metropolitan area. Both parties to this Agreement are determined to explore and implement new ways in which to improve the professional standards and the professional competency of the faculty and staff of the District. A basis for the development of this evaluation shall be the department and/or division criteria as developed by the criteria committee. The Board and the SCCFT will convene an ad hoc committee to develop faculty evaluation instruments prior to the end of winter quarter to be presented to the faculty and the Board for adoption.

Such evaluation will be constructive, objective, and uniform and will be implemented throughout the District in the 1973-74 instructional year.

Section D

One-time stipends of \$500 may be awarded to faculty members who have made significant contributions to the District educational program. Up to three of these stipends may be awarded annually upon recommendation of the Fringe Benefits Committee and the approval of the District chief administrative officer.

Section E

Faculty qualifications, standards, and selection procedures shall be in accordance with the provisions of WAC 131-16-070, WAC 131-16-

080, WAC 131-16-090, and RCW 28.85.090 (7) (A). Current State certification requirements and standards for academic and vocational faculty shall remain in effect unless specifically revised by faculties and administration within a specific discipline, department, or division as required by statute. To assure this process, the certifying officer shall, on request, hold meetings with divisional faculty to explain and discuss certification. Subsequent to this and based on their discussions, the certifying officer may establish an ad hoc committee consisting of faculty and administration in the discipline or trade concerned to recommend the establishment of policy revisions.

ARTICLE X

CURRICULUM DEVELOPMENT

Section A

Curriculum development and determination of course content shall be a joint responsibility of the faculty and the administration in consultation with appropriate citizens' advisory groups. Academic, accreditation, statutory, licensure, and specific contractual requirements, and the need for continuity and coordination of course content within and between departments of the colleges shall be factors of consideration in such determination and development.

Section B

It is the expressed intent of the Board and the SCCFT to involve a maximum number of faculty members in the planning and development of innovative and exemplary programs, techniques; and materials especially as they relate to the improvement of instruction; in consequence, a \$5,000 fund will be established by the District for the purpose of stimulating curriculum development and innovation. If no innovative monies are appropriated by the State during the biennium, an additional \$5,000 will be added to the fund. The Joint Curriculum Development Committee will be responsible for recommending awards to be made from this fund using the following guidelines:

1. Any faculty member may submit requests for funds to the Committee.
2. Committee recommendations for awards will be made to the Executive Committee or to its designee.

3. Upon approval of each project, contractual agreements will be executed between the District and the participating faculty members. The contract will provide for a return of funds or a withholding of funds if the project is not completed by the completion date; however, if a project cannot be finished by the projected completion date or if the project cannot be completed because of extenuating circumstances, an appeal may be made to the Curriculum Development Committee. Recommendations of the Committee will be forwarded to the Executive Committee or its designee for appropriate action.
4. Remaining curriculum development monies not awarded to applicants by the close of winter quarter each year will revert to the District general fund.

Section C

Instructional materials developed by faculty members for courses offered by the colleges shall become the property of the District for College-wide use. The right to retain, release, sell, lease, copyright, or loan the material for other purposes is vested in the faculty member and/or other individuals responsible for the development of the materials.

ARTICLE XI

GRIEVANCE PROCEDURE

Section A

It is the declared objective of the Board and the SCCFT to encourage the prompt resolution of all complaints, misunderstandings, or other difficulties. Accordingly, the following grievance procedure is established to provide an orderly and expeditious procedure for this resolution.

Section B

A "grievance" shall mean any written complaint by a faculty member concerning the inequitable application of provisions of this Agreement or the inequitable application of other District policies by the institution or by individuals in its employ.

As used in this article, the term "grievant" may also include a group of faculty.

The term "grievance" may also be applied to more than one department on a single campus or to an action affecting a number of campuses. The handling of grievances and the dispositions thereof shall not be deemed to change or modify the terms and conditions of this Agreement unless the Board and the SCCFT otherwise agree in writing.

Section C

Any grievant may institute the grievance procedure to seek redress of an alleged wrong. The individual may use the services of the SCCFT, the administration, or any other individuals in representing him in this course of action.

However, every attempt should be made to first satisfactorily resolve the grievance through informal meetings and discussion at the lowest possible level of the administrative organization. If this is not possible, the following grievance procedure will be followed:

1. **Department/Division Level (Step 1)**—A faculty member shall present in writing a grievance concerning himself, or a grievance may be promptly presented in writing in his behalf, following his knowledge of of the act, event, or commencement of the condition which is the basis of the complaint. When the grievance concerns a matter which is within the authority of the chairman of the department or division to which the faculty member is assigned, it shall first be presented in writing to that chairman and shall be considered and answered by him within seven (7) consecutive calendar days.

If a grievance concerns a matter which is not within the authority of the chairman of the department or division, or
If the answer of the chairman does not settle the grievance:

The grievance shall be presented to and considered and answered in writing by the instructional dean, provided that the chairman has been previously notified. The instructional dean shall respond within nine (9) consecutive calendar days.

Any grievance presented in writing shall

be answered in writing. No grievance may be appealed to the college level (Step 2) hereof, unless it has been presented in writing.

If a written grievance is presented by the SCCFT in behalf of a faculty member, it shall be signed by both the grievant and the SCCFT campus vice-president. The SCCFT may indicate on such grievance if it approves or disapproves thereof.

If the matter presented to the dean was first taken up with the department/division chairman, the grievance should also state why the disposition of the grievance proposed by the chairman is unsatisfactory.

Whenever a written grievance is presented to the instructional dean, the dean shall furnish a copy thereof to the SCCFT campus vice-president and shall advise him of the time and place scheduled for the conference thereon. If the SCCFT campus vice-president so requests, the dean shall accord him or any other SCCFT designee an opportunity to be present when the grievance is heard. This SCCFT representative shall be afforded the opportunity to present the views of the SCCFT thereon. When a written grievance has been presented to him, the instructional dean shall communicate his written decision to all parties concerned within the schedule noted, i.e., nine (9) consecutive calendar days after receipt of the written grievance.

2. **College Level (Step 2)**—If the grievance is not satisfactorily resolved through Step 1, the SCCFT or the grievant may appeal to the College president within five (5) consecutive calendar days after delivery of the decision of the instructional dean. The appeal shall be in writing and duly signed and shall state specifically the act or condition and the grounds on which the grievance is based and why the disposition of the grievance offered by the instructional dean in Step 1 is unsatisfactory.

In the event a grievance is supported by at least two-third (66⅔%) of the faculty within a department or division, such grievance may be taken directly to the College president.

The College president shall meet promptly and confer on the grievance. He shall communicate his decision in writing to the grievant and to any SCCFT representative who participated in Steps 1 or 2. Such decision shall be made not later than twelve (12) consecutive calendar days after the written appeal has been received by the College president.

3. **Board of Trustees (Step 3)**—A grievance which has not been resolved at the level of the College president (Step 2) under this procedure may be submitted to the District Board of Trustees for decision.

The Board or the SCCFT may seek arbitration prior to Board decision. The following provisions shall govern such arbitration:

- a. Within twelve (12) consecutive calendar days of the College president's decision, the Board or the SCCFT may appeal the decision to the American Arbitration Association for arbitration under its rules.

Where the provisions of the Uniform Arbitration Act of the State of Washington and such amendments thereto shall conflict with the rules of the American Arbitration Association, then the former shall apply except as herein limited. An arbiter, mutually acceptable to the Board and the SCCFT, will be appointed to hear the case.

- b. The proceedings may be initiated by filing with the director of the Seattle office of the American Arbitration Association a notice of arbitration. The arbiter shall hold a hearing within twenty (20) days of his appointment. Five (5) days' notice will be given to all parties of the time and place of the hearing.
- c. The arbiter shall issue his decision not later than twenty (20) days from the date of the closing of the hearings, or, if oral hearings have been waived or supplemented, then from the date of transmitting the final proofs and statements to the arbiter. The decision shall be in writing and shall set forth the

arbiter's opinions and conclusions on the issues submitted.

- d. In case an arbiter is not requested under the provisions of Step 3, the Board will render its decision within twelve (12) consecutive calendar days. In case an arbiter is provided, the decision of the Board shall be rendered within fifty (50) consecutive calendar days.
- e. The decision of the arbiter shall be binding, except as further modified in item f below.
- f. The arbiter shall limit his decision strictly to the application and interpretation of the provisions of this Agreement, and he shall be without power or authority to make decisions:
- (1) Contrary to, or inconsistent with, or modifying or varying in any way terms of this Agreement; or
 - (2) Limiting or interfering in any way with the powers, duties, and responsibilities of the Board under applicable law.
- g. The arbiter's fees and expenses shall be payable in equal amounts by the Board and the SCCFT or the grievant.

Section D

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step shall be deemed acceptance of the decision rendered at that step.

The time limits specified in the grievance procedure may be extended in any specific instance by mutual written agreement.

Wherever written grievances, answers, or appeals are required to be served upon the instructional dean, the College president, or the SCCFT, certified mail to the dean at his campus address, to the president at his office address, or to the SCCFT at its headquarters office, shall meet all service requirements hereof, except that personal service, duly receipted, shall also be adequate service.

Section E

The SCCFT has the right to initiate or appeal a grievance involving alleged violation of this Agreement. Such grievance shall be initiated with the appropriate instructional dean or, where appropriate, with the College president. When such grievance is filed by the SCCFT, earlier steps of the grievance procedures described above shall apply to SCCFT-filed grievance, except that written answers made by the instructional dean or the College president need be served only on the SCCFT. In such cases the department/division chairman so affected shall be notified and will receive copies of all charges at the time of their initiation or submission.

Section F

1. Conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
2. The filing or pendency of any grievance under the provisions of this article shall not prevent the Board and its representatives from taking the action complained of, subject, however, to the final disposition of the grievance.
3. Any adjustment, judgment, or settlement awarded as a result of the application of the grievance procedure will be retroactive to the time of the filing of the grievance, where applicable.
4. The grievance procedures of this Agreement shall not apply to any matter on which the Board is without authority to act.
5. Nothing contained in this article or elsewhere in this Agreement shall be construed to deny any employee his rights under applicable law, or resolutions, rules, or regulations having the force and effect of law.
6. All data, records, and information necessary to the processing of a grievance shall be made available to the grievance committee, the grievant, and other appropriate parties in a timely and expeditious manner.

ARTICLE XII

AGREEMENT CONDITIONS AND DURATION

Section A

The preceding Agreement, consisting of Articles I through XI and including the Appendices, establishes salaries, fringe benefits, working conditions, and other matters of mutual agreement for members of the Seattle Community College District bargaining unit as defined in Article I of the Agreement. The provisions of this Agreement will be effective for the 1972-73 instructional year through June 11, 1973.

Section B

With thirty (30) days' written notice, either party to this Agreement may request the reopening for negotiations of those parts of the Agreement which may be affected by federal, state, or local governmental or legislative actions; otherwise, the provisions of this Agreement will not be reopened for negotiations during the effective period except by mutual agreement. The Board does agree, however, that any faculty salary increases appropriated by the 1973 Legislature for the period covered by this Agreement shall become effective as designated by the Legislature.

Section C

If any provision of this Agreement is or shall be at any time contrary to law, then such provision shall not be applicable, or performed, or enforced except to the extent permitted by law. Any substitute action which is not commanded by law shall be subject to appropriate consultation and negotiation with the SCCFT. In the event that any provision of this Agreement is or shall be at any time found contrary to law, all other provisions of this Agreement shall continue in effect.

Section D

The Board further agrees to continue existing and/or previous policies and practices which are not specifically covered by this Agreement. For purposes of definition, "existing and/or previous policies and practices" shall mean those which affect 90 per cent of the faculty members of a group, department, division, or college and which have been in effect for a minimum of one year.

Section E

The Board and the SCCFT further agree to reopen all Agreement items on March 1, 1973, or as otherwise mutually agreed upon.

Section F

This Agreement shall become effective as of September 1, 1972, and shall continue in full force and effect through June 11, 1973.

By

Marvin E. Glass, Chairman
Seattle Community College
Board of Trustees

By

John A. Barton, President
Seattle Community College
Federation of Teachers

APPENDIX A STANDARDS FOR VOCATIONAL-TECHNICAL SALARY PLACEMENT

LANE I	LANE II	LANE III	LANE IV	LANE V	LANE VI	LANE VII
Learning Period + 3 years' experience	Learning Period + 3 years' experience + 15 approved credits	Learning Period + 3 years' experience + 30 approved credits	Learning Period + 3 years' experience + 45 approved credits + 3 years approved full-time teaching experience*	Learning Period + 3 years' experience + 60 approved credits + 4 years approved full-time teaching experience*	Learning Period + 3 years' experience + 75 approved credits + 5 years approved full-time teaching experience*	Learning Period + 3 years' experience + 90 approved credits + 6 years approved full-time teaching experience*

*Applies to faculty employed subsequent to September 1, 1971.

LEARNING PERIOD: Apprentice training, formal education and/or on-the-job training.

EXPERIENCE: Full-time work experience beyond learning period and related directly to instructional assignment. Evaluated at 2 years approved occupational related or supervisory experience for each salary schedule step. Maximum of 5 steps allowed an initial placement for related experience. Full-time employment for supervisory experience. Return to industry (approved leave of absence) equivalent at one calendar year of full-time employment to one salary step.

APPROVED CREDIT: As outlined in Article IX (Professional Development).

TEACHING EXPERIENCE: Full-time teaching experience is rated at a minimum of 3 quarters or 2 semesters in any calendar year. Credit for teaching experience outside the SCC District must be documented.

APPENDIX B STANDARDS FOR NONVOCATIONAL SALARY PLACEMENT

LANE 0	LANE I	LANE II	LANE III	LANE IV	LANE V	LANE VI	LANE VII
Baccalaureate Degree B.A., B.S., B.Ed.	Master's Degree (M.A., M.S., M.Ed., M.S.W., etc.)	Master's Degree + 15 approved credits	Master's Degree + 30 approved credits	Master's Degree + 45 approved credits + 3 years approved full-time teaching experience *	Master's Degree + 60 approved credits + 4 years approved full-time teaching experience *	Master's Degree + 75 approved credits + 5 years approved full-time teaching experience *	Master's Degree + 90 approved credits + 6 years approved full-time teaching experience *

* Applies to faculty employees subsequent to September 1, 1972.

APPROVED CREDITS: As outlined in Article IX (Professional Development).

DOCUMENTATION: Official transcripts are documentary proof of degree and credit completion and must be on file at the District Personnel Office before salary credits will be allowed. Retroactive salary credit will not be allowed because of failure to document earned credits promptly. Credits will be applied for salary purposes in the quarter following documentation. Employees are responsible for the proper documentation of their own credits.

TEACHING EXPERIENCE: Full-time teaching experience is rated at a minimum of 3 quarters or 2 semesters in any calendar year. Credit for teaching experience outside the SCC District must be documented.

APPENDIX C INSERVICE CREDIT COMPUTATION SCHEDULE

Continuing Education	STATUS		COMPUTATION OF SALARY CREDITS	
	New	Presently Employed	SALARY CREDIT	CREDITS OR HOURS
1. Academic courses		x		1
2. Inservice courses (District Sponsored)		x		1
3. Jointly approved courses (colloquia, workshops, etc.)		x		10 clock hours
4. Industrial and professional workshops, institutes, etc.		x		10 clock hours
Joint Committee Participation *				
Joint committee member		x		20 clock hours in committee
Joint committee chairman		x		10 clock hours in committee
Ex officio faculty representative on Board of Trustees		x		10 clock hours in Board session

* Salary credit maximum for joint committee and faculty representative participation is limited to a maximum of 9 salary credits per calendar year.

APPENDIX D

FULL-TIME SALARY SCHEDULE 1972-73*

Steps	Lane 0	Lane 1	Lane 2	Lane 3	Lane 4	Lane 5	Lane 6	Lane 7
1	8553	8874	9195	9516	9837	10158	10479	10800
2	8674	9195	9516	9837	10158	10479	10800	11121
3	8795	9316	9637	10158	10479	10800	11121	11441
4	8916	9437	9758	10279	10600	10921	11241	11562
5	9037	9558	9879	10400	10721	11041	11362	11683
6	9158	9679	10000	10521	10842	11163	11484	11805
7	9279	9800	10121	10642	10963	11284	11605	11926
8	9400	9921	10242	10763	11084	11405	11726	12047
9	9521	10042	10363	10884	11205	11526	11847	12168
10	9642	10163	10484	11005	11326	11647	11968	12289
11	9763	10284	10605	11126	11447	11768	12089	12410
12	9884	10405	10726	11247	11568	11889	12210	12531
13	10005	10526	10847	11368	11689	12010	12331	12652
14	10126	10647	10968	11489	11810	12131	12452	12773
15	10247	10768	11089	11610	11931	12252	12573	12894
16	10368	10889	11210	11731	12052	12373	12694	13015
17	10489	11010	11331	11852	12173	12494	12815	13136

* Add \$600 stipend for doctorate

Because of changes in salary schedule configuration from the 1971-72 salary schedule, step designations for all full-time faculty members will be the same as for 1971-72.

APPENDIX E

PART-TIME SALARY SCHEDULE 1972-73

Steps	Lane 0	Lane 1	Lane 2	Lane 3	Lane 4	Lane 5	Lane 6	Lane 7
1	815	845	876	906	937	967	998	1029
2	845	876	906	937	967	998	1029	1059
3	876	906	937	967	998	1029	1059	1090
4	906	937	967	998	1029	1059	1090	1120
5	937	967	998	1029	1059	1090	1120	1151
6	967	998	1029	1059	1090	1120	1151	1181
7	998	1029	1059	1090	1120	1151	1181	1212
8	1029	1059	1090	1120	1151	1181	1212	1242
9	1059	1090	1120	1151	1181	1212	1242	1273
10	1090	1120	1151	1181	1212	1242	1273	1304
11	1120	1151	1181	1212	1242	1273	1304	1334
12		1181	1212	1242	1273	1304	1334	1365
13		1212	1242	1273	1304	1334	1365	1395
14		1242	1273	1304	1334	1365	1395	1426
15			1273	1304	1334	1365	1395	1426
16				1304	1334	1365	1395	1426
17					1334	1365	1395	1426

At the discretion of the division/departments chairman and within budgetary allocations, a member or members of the part-time faculty may be issued annual part-time contracts which guarantee a minimum work load during a regular academic year. Pay under such contracts will be at the applicable rate for part-time faculty.

APPENDIX F FRINGE BENEFITS SUMMARY SCHEDULE

Type of Leave	Duration	Salary	Credit Toward Step Advancement	Retirement	Sick Leave Accumulation	College Contribution	Own Option	Insurance Premiums And Retirement	
								Escort: Salary Continuation And T.S. Annuities	Own Option
Professional with pay	Min. 1 Qtr.	x partial	x	x	x	x	x		
Leave of Absence without pay	At Convenience of Appropriate Authority		none						x
Illness, Injury, and Emergency	15 days/year cumulative to 180 days	x	x	x	x	x			
Maternity	One Instructional year			x					x
Government Service	Calendar year*		x	x					x
Jury Duty	Length of Jury Service	x (Reimburse Col.)	x	x	x	x			
Approved Professional Employment	One Calendar Year Maximum		x	x					x
Bereavement	5 days/year not cumulative	x	x	x	x	x			

*See Article IV, Section e, Paragraph 2d.

APPENDIX G

Each faculty member is responsible for fulfilling his or her professional obligations. Primary obligations are contact instruction (lecture, laboratory, shop), preparation for teaching, student evaluation, counseling, and those activities for Instructional Resources Services. Additional obligations may include the following: student advising, curriculum development, routine preventive maintenance, and the supervision of equipment inventories. The distribution of time for these obligations may vary by program. The instructional obligations will take precedence over all other professional obligations and will not be abrogated by any other activity or assignment.

Faculty members are responsible also for the following:

1. To teach assigned classes at the times and places scheduled. Classes will be dismissed, canceled, or changed only for substantial cause.
2. To make prior provision for instruction in case of illness or absence in order that students are not denied instruction.
3. In case of illness or absence to notify the department/division office at the earliest possible time prior to the first assigned class.
4. To abide by published examination schedules, or if no final examination is given, to be available to students for instructional, advising, or conference purposes during such period.
5. To submit student grades in compliance with College requirements and within established time deadlines.

Repeated failures by a faculty member to carry out his or her professional obligations and responsibilities will be brought to the attention of the appropriate SCCFT college vice-president.

APPENDIX H

Proposed Instructional Calendar—1972-73

FALL QUARTER—1972

September

- | | |
|------------|---|
| 5 | Apprentice related classes begin |
| 5, 6, 7, 8 | Registration—SCCC Fall Quarter—new day students |

- 5, 6, 7, 11 Registration—SCCC Fall Quarter—
new and returning evening stu-
dents
- 13, 14 Schedule changes — SCCC Fall
Quarter—day and evening
- 13, 19, 20 Registration—NSCC Fall Quarter
—new day students
- 18, 19,
20, 21 Registration—NSCC Fall Quarter—
new and returning evening stu-
dents
- 18, 19, 20, Registration—SCC Fall Quarter—
21, 22 new day students
- 18, 19, Registration—SSCC Fall Quarter—
20, 21 New and returning evening stu-
dents
- 25 Fall Quarter begins—day and eve-
ning classes
- 25 Schedule changes—all students
- 25, 26 Late registration—day and eve-
ning students

October

- 27 Inter-campus transfers prior to
Winter registration

November

- 6, 7, 8, 9, Registration—Winter Quarter—re-
10, 13, 14 turning day students
- 6, 7, 8, 9 Registration—Winter Quarter—re-
turning evening students
- 27 Schedule changes—Winter Quar-
ter—returning day and evening
students
- 29, 30 Registration — Winter Quarter —
new day and evening students

December

- 15 Fall Quarter ends

TOTAL NUMBER OF INSTRUCTIONAL DAYS: 57

WINTER QUARTER—1973

November (1972)

- 6, 7, 8, 9, Registration—Winter Quarter—re-
10, 13, 14 turning day students
- 6, 7, 8, 9 Registration—Winter Quarter—re-
turning evening students
- 27 Schedule changes—Winter Quar-
ter returning day and evening
students

29, 30

Registration — Winter Quarter —
new day and evening students

January

- 2 Winter Quarter begins—day and
evening classes
- 2 Schedule changes—all students
- 2, 3 Late registration—day and eve-
ning students

February—

- 19 Inter-campus transfers prior to
Spring registration
- 26, 27, 28 Registration—Spring Quarter—re-
turning day students (see March
also)
- 26, 27, Registration—Spring Quarter, re-
28, 29 turning evening students (see
March also)

March

- 1, 2, 5 Registration—Spring Quarter—re-
turning day students (continued
from February)
- 7, 8 Registration—Spring Quarter—re-
new day and evening students
- 12 Schedule changes—Spring Quar-
ter—returning day and evening
students
- 16 Winter Quarter ends

TOTAL NUMBER OF INSTRUCTIONAL DAYS: 53

SPRING QUARTER—1973

February

- 26, 27, Registration—Spring Quarter—re-
28, 29 turning day students (see March
also)
- 26, 27, Registration—Spring Quarter—re-
28, 29 turning evening students (see
March also)

March

- 1, 2, 5 Registration—Spring Quarter—re-
turning day students (continued
from February)
- 7, 8 Registration—Spring Quarter—all
new day and evening students
- 12 Schedule changes—Spring Quarter
—returning day and evening stu-
dents
- 26 Spring Quarter begins—day and
evening classes
- 26 Schedule changes—all students
- 26, 27 Late registration—day and eve-
ning students

May
11 Inter-campus transfers prior to
Fall '73 registration
21, 22, 23, Registration—Fall Quarter, 1973—
24, 25, 29 returning day students
21, 22, Registration—Fall Quarter, 1973—
23, 24 returning evening students

June
5 Schedule changes—Fall Quarter,
1973—returning day and evening
students
11 Spring Quarter ends
TOTAL NUMBER OF INSTRUCTIONAL DAYS: 55

SUMMER QUARTER—1973

June
1 Inter-campus transfers prior to
Summer registration
12, 13 Registration—Summer Quarter—all
students (day and evening)
15 Schedule changes—all students
18 Summer Quarter begins—day and
evening classes
18 Late registration—day and eve-
ning students
18 Schedule changes—all students

August
10 Summer Quarter ends
TOTAL NUMBER OF INSTRUCTIONAL DAYS: 39

July 1, 1972, through June 30, 1973, Holidays

July 4, 1972—Independence Day
September 1, 4, 1972—Labor Day
October 23, 1972—Veterans' Day
November 23, 24, 1972—Thanksgiving
December 22, 25, 1972—Christmas

APPENDIX I

SEATTLE COMMUNITY COLLEGE DISTRICT

A Statement of Academic Freedom and Faculty Rights

This institution is based on the illimitable free-
dom of the human mind. Here, we are not
afraid to follow truth wherever it may lead,
nor to tolerate error so long as reason is left
free to combat it.

To achieve this end, academic freedom is viewed
as the freedom of speech guaranteed to all citi-
zens by the First Amendment. Free inquiry and

free discourse shall not be abridged, whether
directly or indirectly, by statute or community
pressure.

We reaffirm our support of academic freedom
because of a sense of obligation to the commu-
nity which needs our services and because of
our professional responsibility for free inquiry.

Academic freedom implies not only the uncon-
ditional freedom of discussion in the classroom,
but also the absence of restriction upon the
classroom teacher's method. Every faculty mem-
ber is presumed competent and responsible un-
til specific evidence is brought forward to the
contrary. No suspicion concerning either the
judgment or the goodwill of the faculty member
should find any place in our administrative regu-
lations or customary procedures.

Academic Freedoms and Rights

1. **Classroom Freedom**
No restraints other than those required by
the nature of the curriculum should be
placed on an academic employee regard-
ing the content of his teaching or conduct
of his classes.
2. **Library Collection**
There should be no censorship of library
collections.
3. **Constitutional Freedom**
The academic employee's rights as a citizen
should not be diminished or alienated as
a condition of employment or retention.
4. **Freedom of Association**
No academic employee shall be required
to join or refrain from joining any organ-
ization as a condition of employment or
retention.
5. **Freedom of Petition and Silence**
Individual academic employees and organ-
izations should not be denied the right to
state or to refuse to state their views be-
fore any legislative, administrative, or fac-
ulty body.
6. **Right to Organize**
There shall be no abridgement of the right
to organize with others to protect group in-
terests, or to join existing unions or other
organizations for such purposes.

7. Additional Rights

Additional rights of faculty members concerning tenure, a grievance procedure, and personnel records are described in detail in the basic sections of this Agreement.

APPENDIX J

Negotiations Procedures

These procedures will govern collective bargaining negotiations between the Seattle Community College District Board of Trustees and the Seattle Community College Federation of Teachers.

I. NEGOTIATING TEAMS

- A. **Chief Negotiator**—A chief negotiator shall be appointed by each party, and he shall be the principal spokesman for his constituents, both in and out of formal negotiations sessions. It is desirable that each party utilize the services of a professional negotiator, not an attorney, to act as chief negotiator; however, both parties shall be free to select its own negotiator to minimize the costs for services.
- B. **Team Composition**—Each party shall limit the size of its team to five (5) members including legal advisors or professional negotiators.

II. MEETINGS

- A. **Scheduling**—The chief negotiator of either party may request a meeting of the two teams at any time subject to the mutual convenience of all team members of both sides.
- B. **Location**—Meetings will be held at a location which is mutually satisfactory.
- C. **Notification**—Each chief negotiator will be responsible for notifying all members of his team in advance of the time and place of the meeting.

III. MEETING PROCEDURE

- A. **Agenda**—The agenda for the first session shall be agreed to by the two chief negotiators in advance, and the agenda for each subsequent meeting shall be agreed to at the conclusion of the current session.

- B. **Caucuses**—The chief negotiator of either party may declare a caucus at any time to allow his team to discuss matters related to the meeting. Both teams are encouraged to keep caucuses brief.

- C. **Termination of Meetings**—Either chief negotiator may terminate any meeting at any time.

- D. **Cancellation of Meetings**—Under unusual circumstances, it may be necessary to cancel scheduled meetings. In such cases the chief negotiators shall be responsible for notifying their respective teams. Cancellations of meetings should be kept to a minimum.

- E. **Conduct in Meetings**—Each side will treat the other with respect and courtesy.

IV. COMMUNICATIONS

- A. **Master File**—The District Office shall be responsible for maintaining a master file of all communications relevant to negotiations.
- B. **Transmittal of Documents**—Only the chief negotiators shall transmit inter-team documents to the other, and this shall be done either in a formal meeting or via mail after the approval of the other has been obtained. Members of both teams will receive a copy of all documents.
- C. **Public Announcements**—During the course of negotiations there shall be joint releases only to the news media. This does not, however, restrict the right of each side to communicate with its own constituency. Each side will, however, use prudent judgments in its communication so that progress of the negotiations is not jeopardized.
- D. **Proposals / Counterproposals**—Every proposal advanced by one party shall be done via its chief negotiator and must be responded to, either with an acceptance, a request to study the materials, with a counterproposal, or

with a rejection by the other chief negotiator. Reasonable reading and study time shall be allowed for team members between the submission of proposals and their discussion.

- E. **Communication of Concern**—Either party may request a meeting to communicate its concern on a matter. These meetings may be for the purpose of exchanging information rather than the conduct of negotiations.
- F. **Acceptance of Items**—Any item which is mutually agreed to in a negotiations session shall be initiated by the two chief negotiators at that time and shall not be subject to renegotiation except in the event that subsequent developments of information deem it advisable to both parties. Those initiated documents will become part of the master file. In case editorial/grammatical changes are directed by the teams, the revised copies shall be presented at the next negotiations session and shall be similarly initiated.

V. RATIFICATION PROCEDURES

- A. **Tentative Agreement**—When an agreement has been developed through negotiations, the chief negotiator of each party shall indicate his tentative acceptance to his respective constituency. When tentative agreement is signified by the chief negotiator, all members of his negotiations team are bound to concur with his recommendation for ratification.
- B. **Board Ratification**—The negotiations team representing the Board of Trustees shall present the document to be ratified to the Board for approval.
- C. **Faculty Ratification**—The negotiations team representing the faculty shall present the document to be ratified to the faculty for approval.

VI. MEDIATION PROCEDURES

- A. **Impasse**—In the event that an agreement cannot be reached, either chief negotiator may declare an impasse.

This is a critical step and should be taken only after all avenues to a solution have been explored. The declaration of an impasse will immediately set the mediation procedures into operation.

- B. **Mediation**—Mediation shall be conducted under the auspices and rules of the Federal Mediation Service or by another mediation service which is mutually acceptable. Costs connected with the mediation shall be shared equally by both parties.

VII. VIOLATIONS OF PROCEDURES

Violations—Violations of these procedures by either party will result in suspension of negotiations until a new understanding is reached.